

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION**

**GRANGE MUTUAL CASUALTY
COMPANY,**

Plaintiff,

Vs.

Docket No.: 1:13-cv-01295

**JOHN H. ALLEN, JOSH ALLEN,
BRAD CROUCH and RODGER
COFFMAN, d/b/a C&C CONSTRUCTION and
JOHN H. ALLEN CONSTRUCTION
COMPANY, INC., CERTAIN UNDERWRITERS
AT LLOYD'S, LONDON,**

Defendants.

REPORT AND RECOMMENDATION

On referral for report and recommendation are the motions of the Plaintiff for default judgment against Defendants Rodger Coffman and Brad Crouch. [D.E.s 21, 22] On June 12, 2014, the undersigned held a hearing at which, after discussing the Motions with Counsel, the Court requested that Counsel agree on an Order and submit the Order to the Court. Counsel has complied with that request and, thus, this Magistrate Judge recommends that the following agreed to Order be entered.

RECOMMENDED ORDER

Came Grange Mutual Casualty Company, by and through counsel, pursuant to Rule 55 of the Federal Rules of Civil Procedure, and moved this Court for entry of an Order granting its Motion for Default Judgment against Defendants Rodger Coffman and Brad Crouch d/b/a C&C Construction (collectively hereafter "C&C"). Considering Plaintiff's Motion and Defendants' Responses, the Motion for Default Judgment against C&C is well-taken and should be granted.

Although the motions are well-taken, based upon the cases of *Morell v. Star Taxi*, 343 Fed. Appx. 54 (6th Cir. 2009) and *Fed. Kemper Ins. Co. v. Rauscher*, 807 F.2d 345 (3rd Cir. 1986) and other similar cases, default judgment against Brad Crouch and Rodger Coffman d/b/a C&C Construction shall in no manner restrict or prevent the remaining party Defendants from defending the present action. Further, the principles of res judicata and collateral estoppel shall be inapplicable as it relates to the remaining party Defendants, which shall be allowed to litigate all factual disputes and legal issues fully and completely within this action.

IT IS THEREFORE ORDERED that Plaintiff's Motions for Default Judgment against C&C are hereby granted; and

IT IS FURTHER ORDERED that the Default Judgments against these Defendants shall not in any way preclude any remaining party-Defendants from defending this matter. Further, the Default Judgments against C&C shall in no way prevent, prejudice, or restrict the remaining Defendants from asserting any position with regard to Plaintiff's obligations under the policies of insurance at issue to any Defendant including Brad Crouch, Rodger Coffman d/b/a C&C Construction.

Chief United States District Court Judge

Respectfully submitted this 22nd day of July, 2014.

s/Edward G. Bryant

UNITED STATES MAGISTRATE JUDGE

ANY OBJECTIONS OR EXCEPTIONS TO THIS REPORT AND RECOMMENDATIONS MUST BE FILED WITHIN FOURTEEN (14) DAYS AFTER BEING SERVED WITH A COPY OF THE REPORT AND RECOMMENDATIONS. 28 U.S.C. § 636(b)(1). FAILURE TO FILE THEM WITHIN FOURTEEN (14) DAYS MAY CONSTITUTE A WAIVER OF OBJECTIONS, EXCEPTIONS, AND ANY FURTHER APPEAL.